inary, *Clark v. Bradstreet,* 80 Me. 454, is too vague, uncertain and fanciful, *Rick v. State,* 19 Ind. 152, and would establish a dangerous rule of evidence. *People v. Carney,* 29 Hun. (N. Y.) 47.

BILLS AND NOTES—INTEREST COMPUTATION—COMPOUND INTEREST.—ADAMS V. ILL. LIFE INS. CO., 104 S. W. (KY.) 718.—*Held,* under a note providing for interest at a certain rate per annum, payable semi-annually, until maturity, and thereafter interest at that rate per annum only, the holders were entitled after maturity only to current interest, and not to interest on interest.

General rule is that simple interest only can be recovered, *Force v. City of Elizabeth,* 28 N. J. Eg. 403; *Townsend v. Riley,* 46 N. H. 313, for law does not sanction any implication that interest becomes principal, *Van Husan v. Kanouse,* 13 Mich. 303, so as to carry interest, *Dean v. Williams,* 17 Mass. 417; nor is interest ever a legal incident to non-payment of interest, *Stokely v. Thompson,* 34 Pa. St. 210, although some courts allow it where payment of interest is unjustly neglected or refused. *Aurora City v. West,* 7 Wallace (U. S.) 82. Still interest can bear interest, *Auketel v. Converse,* 17 Ohio St. 11, when such an agreement has been made with the other party to that effect, either by statute or common law, *Stower v. Evans,* 38 Mo. 461, but to be valid must be made after interest has become due, *Young v. Hill,* 67 N. Y. 162, for an original agreement at time of loan allowing interest on interest is unjust, oppressive, harsh and ruinous to debtor, but is not usurious, *Camp v. Bates,* 11 Conn. 488.

BILLS AND NOTES—LIABILITY OF INDORSER OF NON-NEGOTIABLE NOTE.—BANK OF LUVERNE *v.* SHARPE, 44 So. 871 (ALA.).—*Held,* that the indorser of a non-negotiable note is liable to the indorsee to the same extent as the indorser of a negotiable note.

The general rule is that the indorsement of a non-negotiable note operates only as an assignment and carries no guaranty, *Story v. Lamb,* 52 Mich. 525; *Shaffstall v. McDaniell,* 152 Pa. St. 598; *Kendall v. Parker,* 103 Cal. 319; unless the indorser shows an intention to guarantee the payment of the instrument, *First Nat'l Bank v. Falkenham,* 94 Cal. 141; for instance, by inserting the words, "with recourse," *Klein v. Keiser,* 87 Pa. St. 485; or if he make an express agreement to that effect. *Shaffstall v. McDaniell, supra.* In other states, the liability of an assignor is analogous to that of an irregular indorser of a negotiable instrument. *Prentiss v. Danielson,* 5 Conn. 175; *Sweetser v. French,* 13 Met. (Mass.) 262. Under the N. Y. doctrine it is a positive undertaking and indorser is not entitled to demand and notice of non-payment. *Cromwell v. Hewitt,* 40 N. Y. 491. In Ohio, it is a collateral undertaking between indorser and indorsee and demand and notice is necessary as upon negotiable paper. *Parker v. Riddle,* 11 Ohio 103. Statutes govern in other states. *Nat'l Bank v. Leonard,* 91 Ga. 805; *Samstag et al. v. Conley et al.,* 64 Mo. 476.

CRIMINAL LAW—FORMER JEOPARDY—NEW TRIAL.—HUNTINGTON V. SUP. CT. OF CITY AND CO. OF SAN FRANCISCO, 90 PAC. 141 (CAL.).—*Held,* that where an information charged the accused with the crime of murder and he was convicted of manslaughter and on appeal a new trial was ordered, on the second trial he could only be tried upon the charge of manslaughter, since he had been acquitted of the charge of murder.